



STATE OF DELAWARE  
EXECUTIVE DEPARTMENT  
OFFICE OF MANAGEMENT AND BUDGET

July 1, 2011

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER  
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: VICKI L. MACKLIN  
STATE CONTRACT PROCUREMENT OFFICER  
302-857-4553

SUBJECT: **AWARD NOTICE**  
**CONTRACT NO. GSS11607A-ICP-MS**  
ICP- Mass Spectrometer

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KEY CONTRACT INFORMATION

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**GOVERNMENT SUPPORT SERVICES – CONTRACTING**  
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## **KEY CONTRACT INFORMATION**

### **1. MANDATORY USE CONTRACT:**

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**REF: Title 29, Chapter 6911(d) Delaware Code.** Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

### **2. CONTRACT PERIOD:**

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Each vendor's contract shall be valid for a one-time purchase. After acceptance of ICP-Mass Spectrometer by the Department of Agriculture, the obligation under this contract will be fulfilled and closed.

### **3. VENDORS:**

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Perkin Elmer Health Services, Inc.  
Louis Mope  
710 Bridgeport Avenue  
Shelton, CT 06484-4794  
Phone: 800-762-4000  
Fax: 203-944-4914  
Email: [Louis.Mope@perkinelmer.com](mailto:Louis.Mope@perkinelmer.com)  
FSF ID: 0000000950

### **4. SHIPPING TERMS:**

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F.O.B. destination.

### **5. DELIVERY AND PICKUP:**

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Delivery will include all assembly and installation.

### **6. PRICING:**

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Prices will remain firm for the one time purchase of the Nexion 300X.

Nexion 300X	\$96,780.00
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**Pricing includes all assembly, installation and shipping & handling. Payment shall not be made until the unit has been installed and accepted by the Department of Agriculture.**

## **ADDITIONAL TERMS AND CONDITIONS**

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### **7. BILLING:**

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

### **8. PAYMENT:**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

### **9. PRODUCT SUBSTITUTION:**

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

### **10. ORDERING PROCEDURE:**

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

### **11. REQUIREMENTS:**

Insert Information

### **12. HOLD HARMLESS:**

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

**13. NON-PERFORMANCE:**

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

**14. FORCE MAJEURE:**

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

**15. AGENCY'S RESPONSIBILITIES:**

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.

**16. WARRANTY:**

Vendor warrants the ICP-Mass Spectrometer manufactured and sold to the State of Delaware to be free from defects in material, workmanship and construction, and that when used in accordance with the owner's manual will perform to applicable specifications for a period of one year after installation.

**17. OWNER'S MANUAL:**

Vendor must supply an owner's manual at the time of delivery of ICP-Mass Spectrometer.

**18. MANUFACTURING REQUIREMENTS:**

ICP-MASS SPECTROMETER must conform in every respect to the standards and regulations established by Federal and Delaware State laws. Product shall be manufactured and packaged under modern sanitary conditions in accordance with good commercial practice. Product are to be packed in such a manner to insure delivery in first class condition and properly marked for identification. All shipments must be comprised of original cartons associated with the commercial industry represented by the actual product contained within each carton.

**19. DELIVERY:**

The Contractor shall notify the using agency at least forty-eight (48) hours in advance of shipment so that necessary arrangements can be made.

**20. CONTRACT DELIVERABLES:**

ICP-MASS SPECTROMETER offered by Contractor must be new or demonstration model. A "new" product is one for which the Purchaser will be the first user after the product is manufactured or produced. A "demonstration model" is one that has been used by the Contractor for demonstration purposes and is in "like new" condition. All warranties should be applicable to demonstration models. This clause, shall not be construed to prohibit contractors from offering products with recycled content, provided the product itself is new or demonstration model.

**21. INSPECTION AND REJECTION:**

ICP-MASS SPECTROMETER received by any Agency issuing a PO shall be deemed accepted until the Agency has had a reasonable opportunity to inspect the equipment. The Agency may reject equipment discovered to be defective or failing to conform to the Contract specifications upon initial inspection or at any later time if the defects contained in the equipment or the noncompliance with the specifications were not reasonably ascertainable upon the initial inspection. The Contractor shall have the duty to remove rejected equipment from the Agency's premises without expense to the Agency within fifteen (15) calendar days after notification. Rejected equipment left longer than fifteen (15) calendar days will be regarded as abandoned, and the Agency shall have the right to dispose of the equipment as its own property and shall retain that portion of the proceeds of any sale that represents the Agencies costs and expenses for the storage and sale of the equipment. Upon notice of rejection, the Contractor shall immediately replace all such rejected equipment with other non-defective items conforming to the specifications. If the Contractor fails, neglects, or refuses to do so, the Agency shall then have the right to procure a corresponding quantity of such equipment, and deduct from any monies then or later due to the Contractor, the difference between the price stated in the Contract and the actual cost of the equipment to the Agency.

## **22. DEFAULT:**

The State of Delaware or any Agency may declare the Contractor in default under the Contract as to State of Delaware, or under any PO issued under the Contract as to the issuing Agency, by written notice to the whole or any part of this contract, or in the case of any Agency, terminate a PO issued under the Contract , for any of the following reasons:

- Failure to deliver the awarded item within the time specified in the Contract or PO or as otherwise specified;
- Improper delivery;
- Failure to provide an item conforming with the specifications referenced in the Invitation to Bid;
- Delivery of a defective item;
- Failure or refusal to remove and replace any item rejected as defective or nonconforming within fifteen (15) calendar days after notification;
- Insolvency or bankruptcy;
- Assignment made for the benefit of creditors;
- Failure to protect, to repair, or to make good any damage or injury to property; or
- Breach of any provision of this Contract or any PO.

## **23. RETURNS:**

Any item delivered in poor condition, in excess of the amount authorized by the PO or not included on the PO may, at the discretion of the Agency, be returned to the Contractor's warehouse at the Contractor's expense within fifteen (15) calendar days. Credit for returned good shall be made immediately once contractor receives returned goods. Over-shipments may be accepted at the contract user discretion. Return authorizations will be provided by the Contractor within fourteen (14) calendar days of verbal notification. If Agency orders wrong item, the return will be at the Agency's expense. Contractor shall work with the Agencies to ensure ordering of proper item.

## **24. PRODUCT AVAILABILITY:**

The Contractor must agree that there will be no cancellation of products on the contract without an equal and acceptable replacement approved by the State Contract Procurement Officer during the term of the contract. Contractors must communicate manufacturer's discontinuation of any products to the contract officer in writing within five (5) business days of notification from the manufacturer and forward a copy of the manufacturer's notice. In such instances, the Contractor shall work with the contract officer to identify and implement alternative options that shall maintain or reduce costs associated with the replacements. The Contractor will be prepared to offer written detailed quarterly reports, is requested by the State of Delaware, displaying removed SKU's off of contract list and suggested replacements in either hard or electronic form, whichever is specified by the State. The Contractor shall offer suggested replacement of discontinued products at least thirty (30) days prior to substitution, including replacement part number, description, list price, applicable discount, final price and sample, if requested.